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Current Topics.

Judicial Changes

TWO NOTABLE changes in the personnel of the Bench have been announced this week—the resignation of Viscount DUNEDIN as a Lord of Appeal in Ordinary, and the appointment of Mr. Justice WRIGHT to the post thus left vacant. For many years Lord DUNEDIN has been a veritable tower of strength in the appellate work of the House of Lords, and although like his fellow-countryman and predecessor, Lord WATSON, he came to the House as the Scottish representative, he very soon mastered the different system of jurisprudence of England. His career has been one long series of triumphs—as an advocate in the front rank at the Scots Bar, as successively Solicitor-General and Lord Advocate for Scotland, and also, for a time, as Secretary for Scotland, ultimately reaching the highest judicial post in Scotland, that of Lord Justice-General and Lord President of the Court of Session. The duties of these various offices he discharged with conspicuous ability, while as to his subsequent work as a Lord of Appeal—is it not written in the volumes of *The Law Reports*?—his judgments were marked by the soundness of their law and by the distinction of their phrasing. To him, as we have said, now succeeds Mr. Justice WRIGHT, who will carry into his new sphere a great knowledge of commercial law. In his early days at the Bar he occasionally reported for "Commercial Cases," but very soon he forsook the useful though drudging labours of the reporter for a busy career as an advocate. As a junior in the Commercial Court he acquired a commanding position, and when he took silk he was briefed in every important dispute which reached that tribunal. So great was his success that his early appointment to the Bench was regarded as a certainty, nor was it long delayed. As a judge he has been pre-eminently painstaking, and if he was sometimes thought to be a little slow in disposing of his lists, this was to be accounted for by the desire to get at the root of the problems with which he was confronted. Although at the Bar he never practised in the criminal courts, he soon mastered the procedure of these tribunals when as a judge he sat in the Crown Court on circuit or at the Old Bailey. It will be remembered that he was the judge before whom Lord KYLSANT was tried last year.

Great Legal Families.

THE DEATH last week of Sir CHARLES WILLIAM CHITTY, a distinguished ex-Indian judge, and a member of a family whose name is writ large in the history of English law, is a reminder that we have many conspicuous instances of legal and judicial blood flowing in the veins of certain families. The CHITTYS are a notable instance of heredity in the practice and administration of the law. THOMAS CHITTY, the famous special pleader, and the author of numerous works familiar even to the present-day practitioner, was also the mentor of an extraordinary number of pupils who by their subsequent careers showed how they had profited by his tuition: men of the calibre of CAIRNS, HANNEN, HERSCHELL and others almost equally distinguished in the profession. Then there was Lord Justice CHITTY, whom many still remember, a great lawyer, a great judge, and a great wit. Was it not he who, when a portion of the ceiling of his court once gave way and fell in front of his desk with a crash, merely said in his quiet way, "*Fiat justitia ruat coelum*"—an observation which, in BURKE'S phrase, dignified a pun. Of the other members of the CHITTY family, who have made their merit known either in official positions or by their writings, the late Sir WILLES CHITTY cannot be overlooked. No more indefatigable worker in the field of legal authorship than he has been seen in recent days, and no one knew the practice of the courts better than he. But the CHITTYS have no monopoly in the furnishing of numerous representatives to the bench or to distinguished positions in the law. The COLERIDGES have to be remembered as having given three judges to the bench in a direct line; then there are the POLLOCKS, a family which has been styled the *Mucian gens* of England, for they too have given three of their members to the bench, Chief Baron POLLOCK, his son Baron POLLOCK, who enjoyed the distinction of being the last of the Barons, and Lord HANWORTH, the present Master of the Rolls, who is a grandson of the Chief Baron. Even this does not exhaust the list of the POLLOCKS who have made their names in the law, for several have been Masters, and one, Sir FREDERICK POLLOCK, is the author of the classic treatises on Contract and Tort, and is, besides, the editor of *The Law Reports*.

Goethe as Lawyer.

ON THE 22nd inst. the hundredth anniversary of the death of JOHANN WOLFGANG GOETHE fell to be commemorated. Naturally the centenary and its accompanying celebrations have an interest mainly literary, for, when GOETHE is spoken of, we think of him in his capacity as poet and dramatist; but it is worth recalling—and this is our justification for mentioning the recent anniversary in these columns—that he was educated for the legal profession, and, indeed, he practised as an advocate for a short time before he became completely absorbed in other interests. At Strasburg he completed his legal curriculum and thence he went to Wetzlar in order to be initiated into the actual work of the courts. At that time Wetzlar was the seat of the Supreme Appellate Court of the German Empire. Previously, the tribunal had

sat at Speyer, and the inordinate delay that marked its proceedings gave rise to the saying, "*Spiræ lites spirant et non exspirant*"; and this characteristic travelled with it from Speyer to Wetzlar so that when GOETHE arrived there no fewer than twenty thousand cases lay undecided, an accumulation which it was not to be his lot to clear, for, during his stay in the little town, he was much more concerned with the incidents that gave rise to the "Sorrows of Werther" than with increasing his legal lore. He must, however, have carried away with him some acquaintance with procedure, for immediately after his return to Frankfort, his native city, he was engaged professionally in one or two cases. The first of these was an unfortunate litigation between a father and son. Judgment was given in favour of GOETHE'S client, but apparently the animosity which existed between the lay clients extended to the rival advocates, and indeed both were rebuked for the bitterness with which they had presented their arguments.

"Rights and Influence."

THE INCORRECT use of technical words in the drafting of contracts, and the employment of vague or meaningless phrases enable lawyers to reap rich harvests from the litigation that frequently results. That the drafting of complicated agreements calls for the highest skill and knowledge of the lawyer was amply demonstrated in *General Ashphalt Company and Others* v. *Anglo-Saxon Petroleum Co. Ltd.*, in which the House of Lords dismissed an Order of the Court of Appeal reversing a judgment of Mr. Justice ROCHE (*The Times*, 29th February, 1932). The contract in dispute was the product of an arrangement between groups of oil-producing companies exploiting concessions from the Government of Venezuela. In 1923 the appellants and respondents were in partnership in the exploiting of three concessions, known as the Valladares, the Guzman, and the Vigas Concessions, the appellants having a 25 per cent. interest and the respondents a 75 per cent. interest. In the first two concessions the respondents held the whole rights, but in the Vigas Concession a company called the Colon Development Company held the rights. Of the 100,000 shares of that company 75,000 were held by a company called the Burlington Company, and the other 25,000 by other parties. The appellants and the respondents held the shares of the Burlington Company between them in the proportion of 25 per cent. and 75 per cent. respectively. The agreement which was the subject-matter of the dispute, was made for the purpose of permitting the respondents to buy out the appellants' 25 per cent. interest in the partnership, part of the consideration being the delivery to the appellants by the respondents of a certain proportion of the oil output of the Valladares and the Guzman Concessions. With regard to the Vigas Concession, the respondents agreed to use "such rights as it may possess and such influence as it can exercise" to procure the Colon to deliver to the appellants a certain proportion of its output of oil. At first the Colon produced little or no oil from the Vigas Concession, but after heavy advances had been made by the respondents the concession began to produce oil to a commercial extent. The appellants had claimed damages for breach of the contract to procure delivery of a proportion of that oil, and Mr. Justice ROCHE held that the agreement to use influence imputed an obligation to pay money should that be necessary, and that the plaintiffs were entitled to judgment for damages to be agreed or to be assessed. The Court of Appeal (*The Times*, 1st April, 1931) reversed the judgment of Mr. Justice ROCHE and held that the word "influence" imputed no obligation to pay money to the Colon Company in consideration of the delivery of oil. The House of Lords upheld this judgment, Lord DUNEDIN pointing out that "rights" must mean rights which had a coercive power and that there was no coercive power in the exercise of those rights as against the minority shareholders of the Colon to force them to give up their share of the oil. The appellants had, therefore, failed to show a breach of contract and the appeal was dismissed. Undoubtedly a shareholder has a right of property in his vote, and he may use it at his discretion without any liability to be questioned as to his motive—*Pender* v. *Lushington*, 6 Ch. D. 70; and he may even in some cases bind himself by contract to vote or not to vote in a certain way: *Greenwell* v. *Porter* [1902] 1 Ch. 530. But it is also well settled that a majority of the members is not entitled to use its votes so as to commit a fraud on the minority: *Menier* v. *Hooper's Telegraph Works*, 9 Ch. 350. If that is so the word "influence" added nothing to a promise already void of content, and the decision in *General Ashphalt Co. Ltd.* v. *Anglo-Saxon Petroleum Co. Ltd.*, provides an illustration of the maxim "*nemo dat quod non habet.*"

The Hearts of Oak Case.

THE EXCLUSION of the public from judicial inquiries in certain cases raises problems that are familiar to most lawyers; but the question of the admission of the public to non-judicial inquiries is one on which authority gives little guidance. Section 17 of the Industrial Assurance Act, 1923, provides that the Industrial Assurance Commissioner, or any inspector appointed by him for the purpose, shall have power to examine into and report on the affairs of a collecting society or industrial assurance company if in the opinion of the Commissioner there is reasonable cause to believe that an offence against this Act or against the Friendly Societies Act, 1896, or the Assurance Companies Act, 1909, has been or is likely to be committed. It is not at all surprising that while Mr. Justice LUXMOORE, Lord Justice LAWRENCE, Lord Justice ROMER and Lord DUNEDIN recently held that the public may be admitted to such an inquiry, The Master of the Rolls, Lord WARRINGTON OF CLYFFE, Lord ATKIN, Lord THANKERTON and Lord MACMILLAN held that the public could not be admitted: *Hearts of Oak Assurance Company Limited* v. *Attorney-General* [1931] 2 Ch. 370 (75 SOL. J. 373, 615, and 76 SOL. J. 217. 1932). The final word on the subject has now been said, and the public, in the opinion of a majority of the House of Lords cannot be admitted to such an inquiry. Their lordships, however, approved a declaration agreed to by counsel for both parties to the effect that, although the inspector so appointed is not entitled to conduct his inspection in public, "this shall not prevent him from admitting from time to time any persons the presence of whom is reasonably necessary to enable him properly to carry out his duty under the statute." The dissentient judges expressed no opinion as to whether the proceeding in question was a judicial or a non-judicial inquiry, but, as Lord THANKERTON pointed out in his exceedingly lucid judgment, a very near analogy is to be found in s. 135 of the Companies Act, 1929, under which the Board of Trade is entitled to appoint inspectors to investigate the affairs of a company and report thereon. An inspection under this section had been held not to be a judicial proceeding: *In re Grosvenor Hotel and West-End Railway Terminus Hotel Co.*, 76 L.T. Rep. 337, and, as Lord THANKERTON said, there were no parties before the inspector appointed under the Industrial Assurance Act, 1923, he alone conducted the inquiry and the power to examine on oath was confined to officers, members, agents and servants of the company. The main ground of the reversed decision of the Court of Appeal and of Mr. Justice LUXMOORE is best expressed in Lord Justice ROMER'S words: "I do not know of any rule of law that compels the person who conducts the examination to do so in private." The ground, however, of the House of Lords' decision appears to be that the affairs of an industrial assurance company are their own domestic matter and that, in the absence of statutory provision to the contrary, the examination must be held in private. It is satisfactory to observe that Lord DUNEDIN, who was the sole dissentient in the House of Lords, said that the majority decision was supported by "every consideration of good taste and proper feeling."

Criminal Law and Practice.

LIMITS OF CRIMINAL RESPONSIBILITY IN COMMON ENTERPRISE.

THERE is no subject in the criminal law upon which it seems easier to go wrong than that which forms the subject of this article. On the 22nd February last, the Court of Criminal Appeal quashed the conviction of one Leonard William Short, where a judge of the High Court—one too with a long previous experience as prosecuting counsel for the Crown—had allowed a jury to convict the appellant of shooting with intent to murder, the actual shooting being done by another man, and there being no evidence fit to go to the jury that the appellant was a party to a common design to effect a felonious purpose, if necessary by the use of firearms.

The case was one where two men had broken into a pavilion at Thames Ditton. They were interrupted by the police, and each struggled with a constable who seized him. Short, the appellant, got away and was running when the other man fired shots which wounded one of the constables. Counsel for the Crown, before the Court of Criminal Appeal, admitted there was no satisfactory evidence of common design sufficient to make Short responsible for the shooting by his co-defendant. There was, of course, common design in pavilion breaking, to which offence Short pleaded guilty, and this may have led to the confusion of thought which resulted in the wrongful conviction.

The law on the subject is really quite clear. Persons who do act together are criminally responsible for the consequence of each other's acts, whether a conspiracy or a substantive offence be charged. In the case of *R.* v. *Swindall* (1846), 2 C. & K. 230, two men racing in carts were both held guilty of the manslaughter of a man run over by one of them. In *R.* v. *Salmon* (1880), 14 Cox 494, three persons target firing without due precautions were all held guilty of the manslaughter of a boy shot "accidentally" by one of them. There are numerous other cases, see "Archbold's Criminal Pleadings," 28th ed., pp. 1447 *et seq.*

But there are clear and logical limits to the doctrine. Thus, in *R.* v. *Pearce* [1929] 21 Cr. App. Rep. 79, where there was evidence of common design in night poaching but none of common intent to resist apprehension at all costs, a conviction of assaulting a bailiff was quashed, the assault being by a man not the appellant, who was engaged with the latter in the joint poaching expedition. With a precedent so clear as this it is difficult to understand why the court went wrong in *R.* v. *Short*. There is an old case, *R.* v. *White* (1806), R. & R. 99, cited in the Court of Criminal Appeal, on the argument in *R.* v. *Short*, to the same effect: "If several are out for the purpose of committing a felony, and, upon alarm and pursuit, run different ways, and one of them kills a pursuer to avoid being taken, the others are not to be considered as principals in that offence."

It will be seen that in all these cases the criminal action taken by one, for which the others are not to be accountable, is not in pursuit of the common design, but is taken after it has failed, and for the further purpose of effecting the escape.

Where the further criminal act is done in pursuit of the objects of the common design the case is, as we have seen, quite different.

A disability accused persons charged together with offences involving common design lie under is that, not only acts but words of one of them are evidence against the others so far as those acts and words are in furtherance of the common purpose.

Acts done by one confederate separately, though these acts be themselves felonies, shortly before the crime charged, are evidence to show common purpose: *R.* v. *Tattersall*, noted; "Russell on Crimes," 8th ed., p. 1946; see also *R.* v. *Wark* (1898) 33 L.J. 615; and *R.* v. *Desmond* (1868) 11 Cox 146; and, said the judge in *R.* v. *Wark*, words are acts.

R. v. *Wark* was important from the clear exposition of the law by Phillimore, J. The accused was charged with murder of a woman where death resulted from her abortion planned by herself and the accused. Her request to a doctor, made a month earlier, for a remedy, was allowed to be repeated in evidence, on the ground that it was an act in pursuance of the common purpose.

The important limitation, analogous to the limit set on the responsibility of joint offenders when they have abandoned their original purpose and commit a crime in seeking to escape, was formulated by the judge: "Declarations made by confederates after the event cannot be in furtherance of the common design, and must, therefore, be rejected." This is to be preferred to the rather hesitating admission of evidence in *R.* v. *Stansfield* (1831) 1 Lew. 118; 168 E.R. 982.

The Future of the Rent Restrictions Acts.

II.

By W. E. WILKINSON, LL.D. (Lond.).

5. *Termination of Statutory Tenancy.*

Hitherto, of course, the only cases in which a house has become decontrolled have been (*a*) where a landlord has come into possession (Act of 1923, s. 2 (1)), or (*b*) where a landlord has granted a lease for a term of not less than two years ending at some date not earlier than one year after the date fixed at the time at which the lease is granted for the expiration of the principal Act (Act of 1923, s. 2 (2), Rent and Mortgage Interest (Continuance) Act, 1925, s. 1 (3)).

Apart from the special case mentioned in s. 2 (2) of the Act of 1923, where a house passes out of control immediately the lease is granted, it has not hitherto been necessary to consider what would be the position where a house becomes decontrolled whilst the tenant is in occupation. If, however, Parliament accepts the recommendation of the Committee that the more expensive houses shall be decontrolled immediately, the question will at once arise: What will be the position of the tenant? Hitherto, he will have been a statutory tenant holding on the terms and conditions of the former tenancy, subject to any modifications made by the Acts (Act of 1920, s. 15 (1)).

Part II of the Act of 1923 contains provisions which are to come into force after the expiry of the Act of 1920. By s. 12 of the Act, if proceedings for recovery of possession or ejectment are taken against a tenant who is in possession on the date of expiry of the Act (called a "sitting tenant"), the court may refuse to make an order for possession, or may postpone the date of possession, and may make a declaration that the tenancy of the sitting tenant is a subsisting tenancy, with power to determine what increase of rent is fair and reasonable. And s. 14 contains provisions designed to continue modified protection to a landlord in the case of a mortgage so long as the sitting tenant remains in possession.

The Committee point out that Part II of the Act of 1923 has no reference to existing circumstances or to the circumstances which will arise if the recommendations of the Committee are adopted. "The part was not intended to, and would not, come into operation except during an interim period following general decontrol. When it was enacted, it was contemplated that general decontrol might take place before the housing shortage was completely cured, and there might consequently be need for some partial measure of protection." The Committee state that if their principal recommendations are adopted, this part of the Act might be repealed.

Although suggesting that Part II of the Act of 1923 might be repealed, the Committee make no recommendations for

dealing with the position of a tenant of a Class A house whose statutory tenancy will have come to an end by reason of the withdrawal of control from houses of that class. It would appear that, as soon as the statutory tenancy has ended, such a tenant would be a mere trespasser. Unless provision is made for the control of Class A houses for a further limited period after the passing of any Act giving effect to the recommendations of the Committee as to the decontrol of such houses, it would clearly seem to be necessary to afford to the tenants of such houses some such protection as would be afforded by the provisions of Part II of the Act of 1923, if those provisions applied.

6. *Registration of Decontrolled Class C Houses.*

If the recommendation that there be no further decontrol of houses in Class C is adopted, it will, of course, be necessary to obtain a record of the houses in that class which are already decontrolled. The Committee, therefore, recommend that within three months after the passing of any Act giving effect to a provision which prevents further decontrol, a landlord who claims that a house in Class C is decontrolled shall inform the local authority, stating the date on which he claims that the house became decontrolled; and that the local authority shall keep a register of such claims. Failure to make such a claim within the specified period shall be *conclusive* evidence that a house is still controlled.

7. *Premises partly used for Business.*

It has long been well established that a dwelling-house of a class to which the Acts apply is not excluded from the Acts by reasons that the premises are also used partly for business purposes. This is expressly provided in s. 12 (2) (ii) of the Act of 1920. Although the Act of 1915 did not specifically deal with the question, yet in the well-known case of *Epsom Grand Stand Association* v. *Clarke* (1919), 35 T.L.R. 525, the Court of Appeal decided that such premises were entitled to the protection of the Act. Some witnesses before the Committee suggested that such premises should now be entirely decontrolled. As, however, it is probable that such a proposal would affect adversely a considerable number of small shopkeepers who are already suffering from the general depression of business, the Committee were unable to recommend it.

8. *Public-houses.*

To the rule that premises partly used for business should remain controlled, an exception is recommended in the case of public-houses. The Committee state that they have had cases of hardship resulting from the present system brought to their notice, and they recommend that public-houses should be decontrolled. A similar recommendation made by the last Committee, whose report preceded the Act of 1923, was not adopted by Parliament. As s. 4 of the Act of 1923 contains provisions entitling the landlord of licensed premises to apply for an order for possession where the licence of the house may be lost or jeopardised owing to the conduct of the tenant, it is somewhat difficult to understand why different treatment should be recommended in the case of public-houses from that in the case of other premises partly used for business.

9. *Ascertainment of Standard Rent.*

Practitioners have in many cases experienced great difficulty in ascertaining the standard rent, and, as the Committee point out, this question every year becomes more difficult because the necessary records relating to 1914 are often not available. To deal with this difficulty the Committee think that, although the definition of "standard rent" should be retained, the court should be given a discretion, in any case where evidence for the exact determination of the standard rent is lacking, to fix the standard rent by reference to the standard rent of similar neighbouring houses.

If the recommendation of the Committee that the question whether a house comes within the Acts is in future to be determined not by reference to the standard rent, but by reference to the rateable value of the house on the 1st April, 1931, "standard rent" will, of course, lose much of its present importance.

10. *Permitted Increase of Rent.*

It will be remembered that, in addition to any increase of rent in respect of expenditure on structural alterations or improvements or in respect of an increase of rates, a total increase of 40 per cent. on the pre-war net rent is allowed under the principal Act, namely—

15 per cent. of the pre-war net rent for increased mortgage interest and for increased yield on the owner's capital (Act of 1920, s. 2 (1) (*c*));

25 per cent. of the pre-war net rent for increased cost of repairs (Act of 1920, s. 2 (1) (*d*)).

After having carefully examined the position, the Committee do not recommend any alteration in either of these increases.

The Committee state that it is clear that the permitted increase in respect of repairs, though not excessive, is now, owing to the fall in costs, sufficient to enable a conscientious landlord to carry out all necessary repairs on an adequate scale.

11. *Enforcement of Repairs.*

While making no recommendation for altering the permitted increase, the Committee state that they are satisfied that owners can no longer claim that such increase is not adequate for its purpose. The evidence which the Committee received, however, showed that in many districts repairs are not being adequately carried out, although the law provides ample machinery of a varied character for securing that they should be.

It will be remembered that a tenant can apply to the county court (or in Scotland to the Sheriff Court) for an order suspending the whole of the 40 per cent. increase if he is able to satisfy the court, by a certificate of the sanitary authority or otherwise, that a house is not in a reasonable state of repair (Act of 1920, s. 2 (2)), or, alternatively, he may withhold the 40 per cent. increase, and, if he is sued for payment, may put in the certificate as evidence that the house was not, and is not, in a reasonable state of repair (Act of 1923, s. 5 (1)). The Committee state that this machinery does not appear to be widely known or used.

The Committee examined and rejected various suggestions for improving the position, in particular, a suggestion that the onus of obtaining the certificate should be shifted from the tenant to the owner, and that after a certain date it should be unlawful for the owner to charge the 25 per cent. increase permitted for repairs, unless he had obtained a certificate from the local authority that the house was in good and tenantable repair.

The Committee point out that, without any amendment of the law, the tenant already has the remedy in his own hands, but think that the statutory notice of increase should be simplified and amended, particularly in relation to the note thereon concerning repairs, and that rent books where used should follow a common form and should include the simplified and amended note.

12. *Death of Tenant.*

The position on the death of a statutory tenant is not clearly defined by the Acts, and the principles applicable in such a case have only gradually been worked out by the courts.

The view that on the death of a statutory tenant his interest in the tenancy does not lapse, but vests in his executor or administrator, as a person "deriving title under the original tenant" within s. 12 (1) (*f*) of the principal Act received some support from the decisions in *Collis* v. *Flower* [1921] 1 K.B. 409, and *Mellows* v. *Low* [1923] 1 K.B. 522. These were,

however, both cases in which the original contractual tenancy had not been determined at the time of the tenant's death, and in which, therefore, the position of a person claiming under a will, or as administrator, of a tenant who had died after the statutory tenancy had begun did not directly come in question. Since the decision of the Court of Appeal in *Skinner* v. *Geary* [1931] 2 K.B. 546, however, *Collis* v. *Flower* (*supra*), can no longer be regarded as an authority. In *Skinner* v. *Geary*, SCRUTTON, L.J., said that *Mellows* v. *Low* was rightly decided on the facts, but that the position would have been different if notice to terminate the contractual tenancy had been given.

It is now clear that where the tenancy of the deceased was terminated in his lifetime, his statutory tenancy does not vest in his executor or administrator. Since the statutory tenant has no estate or property as tenant at all, but has a purely personal right to retain possession, his statutory tenancy cannot be transmitted by will (*John Lovibond & Sons, Ltd.* v. *Vincent* [1929] 1 K.B. 687).

Two cases are, however, specifically dealt with by s. 12 (1) (*g*) of the principal Act. Although a statutory tenant cannot dispose of his interest by will, nor will it vest in his administrator, yet where a statutory tenant dies without leaving a will, his widow, if residing with him at the time of his death, becomes the new tenant. And where a statutory tenant who dies intestate leaves no widow or is a woman, the tenancy will vest in such member of the tenant's family who was residing with the deceased tenant when he or she dies, as may be decided in default of agreement by the County Court. "Member of the tenant's family" includes a husband (*Salter* v. *Lask* [1925] 1 K.B. 584), and brothers and sisters of the tenant who were living with him at the time of his death (*Price* v. *Gould* (1930), 74 SOL. J. 437). The right of tenancy of a deceased statutory tenant which has thus vested in his widow does not, however, pass to any person after the death of the widow, so that, e.g., a daughter of the widow is not entitled to remain in occupation (*Pain* v. *Cobb* (1931), 47 T.L.R. 596).

(*To be continued.*)

On Hikers and Gates.

WITH the lengthening days and spring just fluttering in the air, the hiker will shortly again be on the prowl. Why the introduction of such an offensive word as that of "hiker" in place of the innocuous term "walker" should have resulted in something of a boom in walking is one of those mysteries which those who have obtained a degree in the science of advertisement from some nice American college could doubtless explain. Be that as it may, the hiker has become something of a problem to the countryside. It is manifest that no person who values life and limb can afford to risk walking on or along the side of a road. This being so, the hiker, aided by plans and instructions provided by the not disinterested railway and omnibus companies, proceeds by footpath. He is wise in his choice, but it imposes very increased burdens on the landowner over whose property the popular path may chance to lie. In the early days of footpaths, the persons who used them were of necessity limited to those who could reach them by the use of their own legs or with the help of a good horse; but now that road and rail bring the eager hiker from the centre of the towns right into the heart of the country, cheaply and expeditiously, the burden on the landowner has been increased a hundred, and in not a few cases a thousand, fold. The numbers of persons using these rural highways have not only been so largely increased, but have totally changed in character. No longer do the walkers understand and appreciate the agricultural problems of the property they are crossing. No bond of interest unites the walker and the landowner. This is an evil without remedy. As too is the fact that hikers succeed in dressing in a manner which is regarded as indecent by the rural inhabitant and as an offence to every æsthetic standard by the artistic. The further problem of sandwich papers and sardine tins also does not appear to be capable of solution. The real and vital problem, however, is gates.

The public have a feeling that the erection of a gate across a right of way is an infringement of their rights, although it is an undoubted fact that both public and private footpaths are frequently subject to the right of the owner of the soil to maintain a gate. It must be admitted that, once a public right of way exists, the subsequent erection of a gate might amount to such an appreciable obstruction as to be actionable, though this would not follow as certainly in the case of a private right of way (*Pettey* v. *Parsons* [1914] 2 Ch. 653). It has been laid down in Ireland in *Flynn* v. *Harte* (1913), I.R. 327, that the question whether a gate is or is not an interference with a right of way is a question of fact.

Hikers are not as a whole particularly interested in the right of the landowner over whose land they are walking to erect any gates he may require. It is the local inhabitant who is frequently prepared to face bankruptcy in the House of Lords in order to get an order removing an unlocked gate which bars a public or private way. Experience has proved that it is easier to curtail an Englishman's right to drink beer when he pleases than to curtail his right to walk on what he considers to be a public footpath. The sanctity of highways is for the most part a local goddess unworshipped by those who come to hike from afar. But what of the converse right? The right of the landowner, who has had a good gate across a footpath from the beginning of things, to have it kept shut. There is the difficulty. Can he insist on his gates being closed, or must be provide someone or something to shut them? The local inhabitants, if they are prepared to agree that a gate is rightly in its place, are prepared to take some care in keeping it shut. The hiker, careless of the rights involved, frequently leaves it open. No principle guides his conduct; it springs from carelessness combined with ignorance. Farming is at best a difficult occupation; it is made worse if the cows and the corn are allowed to join forces at irregular times and seasons.

The law relating to gates is still a little vague. It would seem, however that there is a duty on the person who uses a right of way to close any gates properly erected across it, or rather to leave such gates in the condition in which he finds them. There is no decision on this obligation in the case of a public right of way, but the duty was considered in *Geoghegan* v. *Henry* (1922), 2.I.R. 1, an Irish case in connexion with a private right of way. The facts were as follows: A landowner over whose property an adjoining owner had a right of way, erected a gate across the way. He had no intention to derogate from the rights of the dominant owner, but the latter objected to the obstruction and persistently left the gate open. The servient owner brought an action for damages for the failure and refusal of the dominant owner to shut the gate. The case went to the Court of Appeal in Ireland, where it was held that the person entitled to the right of way was bound and had a duty on him to shut the gate. Although he had a right to pass through and open the gate for that purpose, he was nevertheless under an obligation not to affect the servient tenement otherwise than was necessary in his exercise of his right of passage. No actual damage was in fact suffered, and the owner of the servient tenement was awarded nominal damages. In *Flynn* v. *Harte* (1913), 1 I.R. 327, the obligation to shut a gate across a private right of way was stated to be a condition or limitation of the right itself. In *Borman* v. *Griffith* [1930] 1 Ch. 493, Mr. Justice MAUGHAM declared that the plaintiff in the action had a right to use a drive, which right was in dispute, but in declaring the right his lordship exacted from the plaintiff an undertaking to shut the gate across the drive, when he found it shut.

The defendant in this case kept a flock of sheep on one side of the gate and it was of importance to him that the plaintiff should not be the means of their escape.

Once a gate is properly in existence across a right of way, it would appear from these authorities that the owner of the land has a right to have it shut. There seems to be no distinction in principle in this respect as between public and private rights of way. The way is in fact subject to the obligation to shut the gate. The right is limited to using the way to pass and repass, it does not extend to authorise the imposition of any greater liability on the owner of the land than is necessary for the enjoyment of the right. A gate lawfully in position does not curtail the right, but, by leaving it open, the passer-by imposes an increased liability which is not necessary for the proper enjoyment of his own right.

It is curious that so far there appears to be no direct authority on the matter. It is obvious that there are many circumstances in which, if a gate is left open, very great damage may result, either to live stock or crops or both. The hiker should, therefore, show a little care as he walks the land, for he would appear to be personally liable for any damage he may cause to the farmer as the result of negligently leaving a gate open.

Hire Purchase Finance and the Companies Act, 1929.

THE hire purchase system is now thoroughly well established, and probably most domestic furniture and practically all hotel furniture is supplied by means of it. It is also much used for the sale of motor cars. It has had some difficulty in the past in accommodating itself to the ordinary law. A simple form of contract to hire goods at a rent with an undertaking to purchase at the end of the term was found impossible in practice, as it enabled a dishonest hirer to sell the goods and give the buyer a good title under the Factors Act 1889: *Lee* v. *Butler* [1893] 2 Q.B. 18. The present form of hire-purchase agreement carefully excludes any agreement by the hirer to buy, but gives him power to return the goods which do not become his property unless and until he exercises an option to purchase them on payment of the last instalment of rent. This has been the practice ever since the decision of the House of Lords in *Helby* v. *Matthews* [1895] A.C. 471, where the pawnbroker took a hired piano in pawn and found he had to return it to the true owner.

But now another difficulty has arisen, and if a recent decision is correct a serious problem will have to be solved, necessitating possibly an amendment of the law. Dealers in furniture, motor cars and everything else sold under the system cannot afford to lock up much capital in it. They have to give long credit to the hire purchaser, and must obtain credit themselves on the security of goods which they still technically own but no longer possess. And so a system has arisen whereby a third party, usually a company, comes to the assistance of the dealer and enables him to pay for his goods and increase his turnover. The company undertakes the financing; the dealer delivers the goods and collects the instalments, repaying the company out of them. It sounds very simple, so there must be a snag somewhere, and there is.

The matter came before EVE, J., recently on a summons in a winding up: *In re George Inglefield Limited* [W.N.] March 5th, George Inglefield Limited carried on business as furnishers, and being insolvent went into voluntary liquidation. They sold much of their goods on hire-purchase agreements, and had entered into a most elaborate and ingenious agreement with the Industrial Discount Company Ltd., under which they sent hire-purchase agreements to the Discount Company with full information for their approval, and upon the Discount Company approving an agreement or several agreements, they returned them with 75 per cent. of the purchase price, and received from the dealers an absolute assignment (in form) of the hire-purchase agreements and of the goods comprised therein. Notice to the hirer of the assignment was also sent to the company, who undertook not to use it so long as the hirer paid his instalments. The balance of the purchase money was secured by the issue of a series of bills of exchange. Thus, to take an example given during the argument and referred to in the judgment, assume a hirer of £120 worth of furniture or other goods pays £20 deposit on delivery, and leaves £100 to be paid off in instalments of £10 a month. On approval the dealer would assign the agreement and the goods subject thereto to the Discount Company, who would pay £75 cash. The remaining £25 would be divided into ten instalments of £2 10s. each to be deducted and retained by the dealer out of the hirer's monthly instalments of £10. On the date of the assignment the dealer would hand to the company ten acceptances of £7 10s. each, each payable seven days after the respective dates on which the instalments of rent were payable by the hirer. So that the dealer would get £75 down and the balance by instalments and the company their £75 back in bills which they can discount. The first obvious question to ask is where does any profit on the deal come in. The answer is that the company deduct their "finance charge" from the £75 paid to the dealer, at the company's rate for the time being, which presumably depends on the bank rate.

The liquidator of George Inglefield Limited not unnaturally suspected that this agreement was something different from the absolute assignment that it professed to make, and took out a summons for a declaration that every assignment made under the agreement was void for want of registration under s. 79 of the Companies Act, 1929 (s. 83 of the Companies Act, 1908). Every charge to which that section applies will be void against the liquidator and creditors of a company unless registered within twenty-one days of its creation. The main object of the section is to secure the registration of debentures, but among other charges it applies to (*c*) a charge created by an instrument which, if executed by an individual, would require registration as a bill of sale, and (*e*) a charge on book debts of the company. In *In re Isaacson* [1895] 1 Q.B. 333, the owner of a piano who had let it on the hire purchase system mortgaged the piano, and also the benefit of the hire-purchase agreement to secure an advance, and the Court of Appeal held that the two assignments were severable, and that as the assignment of the agreement was valid, it was not wholly void under the Bills of Sale Acts. The present agreement would therefore apparently not come under (*c*).

But EVE, J., who reserved judgment, had no doubt that it created a charge of debts and was therefore void against the creditors under (*e*). Having carefully examined the agreement, he said he did not think it was possible to regard the document as a contract of sale and purchase. It contained a clause binding the Discount Company to account to the dealers for any possible profit, apart from the finance charge, which they might receive, and allowing the dealers to retain any such surplus, in other words, a proviso for redemption. The provisions of the agreement were quite inconsistent with the idea of a sale, but wholly so with it being in the nature of a charge, the "finance charge" being the interest payable in advance, and the personal covenant being replaced by the company's guarantee. The rentals under the hire-purchase agreements, though in some cases subject to defeasance, were book debts of the company, and the transaction was one which came within the mischief of s. 79 of the Companies Act, 1929.

We understand that an appeal may be brought from this decision. In any case, however, it is one of great importance, and calculated seriously to derange the finance of the hire-purchase system. There are probably a number of companies operating on these lines, and there must be thousands of assignments which would be avoided in the event of

liquidation where the dealer happens to be a company. Registration of such agreements is not only the last thing the dealer would desire, but is impracticable. The provisions of s. 79 of the Companies Act were never intended to cover a case like the present. We are informed, however, that the general custom in the motor car trade is to assign the hire-purchase agreement and the car absolutely to the finance company who pay cash to the dealer or agent, give notice to the hirer and collect the instalments, and this would not be affected by the present decision.

Company Law and Practice.

CXXII.

ACCOUNTS.—VI.

As will be seen from a perusal of these columns over a period of a few weeks, every company limited by shares has cast upon it the duty of producing periodical accounts; of these periodical accounts we have so far only examined the provisions of the statute relating to the balance sheet, except for the fact that s. 128 has been referred to, which is a section requiring certain particulars to appear in the accounts of the company; there is no guidance in the section itself as to whether they are to appear in profit and loss account, or balance sheet. There is one other section which leaves one in a somewhat similar dilemma; s. 54 confers upon a company a very restricted power of paying dividends (or interest, as it perhaps more accurately expressed) out of capital, and it provides that the accounts of the company which exercises this power must show the share capital on which, and the rate at which, interest has been paid out of capital during the period to which the accounts relate. Now the only account which relates to a period is the profit and loss account, for the balance sheet deals with a particular point of time; but it hardly seems correct to charge in the profit and loss account a sum which is payable out of capital; what the practice of accountants is the present writer is unable to say. Apart from these, there are no provisions in the Act as to the contents of profit and loss accounts; and one may properly say that, while there are considerable requirements with regard to the balance sheet, a company is almost as free as it can be with regard to the form of its profit and loss account; it should also be remembered that, though there seem to be a good many relevant regulations, I have not, when dealing with the balance sheet, touched upon the question of subsidiary companies.

The fact that the company is free to do as it thinks fit with its profit and loss accounts is a fact which has engaged the attention of accountants for some time, indeed, ever since the recent reforms were formulated and embodied in the statute. Not so very long ago the President of the incorporated Society of Accountants and Auditors stated that "from the point of view of shareholders in public companies, the profit and loss account is much more important than the balance sheet." There is obviously, if one may say so with respect, much in this statement. The average shareholder is not very seriously concerned with the totals of assets and liabilities; in one sense, of course, the excess of one over the other is a matter of vital moment to him, in that unless there is an excess sufficient to repay the issued capital, the shareholder would (in a winding up) stand to lose, if he had paid par for his shares. But who concerns himself with this? It is not usual to purchase shares with a view to getting one's capital returned in an imminent winding up; and though no doubt the security does weigh with an intending investor, he is usually much more concerned with his dividend prospects, at any rate if he buys ordinary shares.

For the determination of these prospects, it is only natural to refer to past years to see whether the company has earned profits, and how those profits have been earned. A balance sheet by itself presents a bird's-eye view of the state of affairs of the company at a particular date, and nothing more; at that date, for some reason or another, the balance sheet might present a state of affairs very different from that existing the week before, or to exist the week after, so that it may be a most misleading document. The profit and loss accounts, on the other hand, present the result of operations extending over a period, and therefore must be a more reliable indicator of the health or otherwise of the company; they must show whether the company has been able to earn profits or not, while the balance sheet is not a sufficient guide in this respect.

Besides, what company, in a winding up, is fortunate enough to realise its assets for an amount equal to the values which they stood in the balance sheet? In the case of an amalgamation or reconstruction this may happen, but otherwise, it is not likely to, at the present time; the balance sheet values may be, and in fact usually are, perfectly honestly arrived at, but a particular asset, which may properly be valued as part of the undertaking of a going concern at a particular figure, may not have half that value if the company goes into liquidation—and this is a criticism which applies not only to an asset such as goodwill, but also, to some extent at any rate, to tangible assets.

One may look at this in a somewhat different way: I said just now that the dividend prospects are what chiefly concern the investor, but it may be also that capital appreciation is a possibility to which he is not blind, and the possibility of capital appreciation does not, it is submitted, depend upon the total value of the assets, but upon the amount which those assets are able to earn, so that in the end, whichever way one looks at it, one gets back to the same thing, that the profit and loss account is a most material document. Here one may interpose to say that, whereas the Act, by s. 134, requires the auditors to make a report to the members on the accounts examined by them, and on every balance sheet, and makes it necessary that such report shall state whether all requisite information and explanations have been forthcoming, it is only with regard to the balance sheet that the auditors must say that it is properly drawn up so as to exhibit a true and correct view of the state of the company's affairs. Surely it is equally, or indeed more, important that the profit and loss account should be properly drawn up so as to exhibit a true and correct view of the state of the company's affairs? Here, at any rate, is a reform which cannot be objected to—if one of the periodical accounts has to be passed in this way, why not the other?

To some extent, of course, the two accounts are interlocked, and, to take a topical illustration, if a balance sheet contains, or has contained, a secret reserve, and if we are agreed that its existence ought to be disclosed, we ought also to agree that any appropriations or transfers from that reserve to assist in the maintenance of dividends ought equally to be disclosed. Another feature which appears to be frequently open to criticism is the method of showing in the profit and loss account, under a single heading, receipts from many miscellaneous sources, so that the shareholder cannot form any idea as to whether the company's trading is showing a profit, or whether its profit arises from sources of income other than the actual trading of the company. This practice is, however, very strenuously defended by a certain section of the business community, who object to any disclosure which may assist their rivals. As a specific instance of this, I may mention the widely held view that for one's competitors to know the amount spent upon advertising in the course of a year would, or might be, most detrimental to one's own business. Nobody would suggest that a trading account going into any great detail should be required, but some method of distinguishing between the major sources of income ought to be employed by every company for the presentation of its periodical accounts.

It is not, I think, the province of the lawyer to make suggestions with regard to the various heads under which

profits (or losses) ought to be shown—the professional accountant is much better qualified for such an occupation—but this much at least is clear, that the present practice of presenting an entirely uninformative profit and loss account ought to be met in the near future by legislation, while at the same time the responsibility of the auditor with regard to the profit and loss account ought, at the least, to be put on the same footing as his responsibility with regard to the balance sheet.

(*To be continued.*)

A Conveyancer's Diary.

Undivided Shares. Devise by Will. Confirmation by Codicil.

With reference to my Diary of last week, a correspondent throws some doubt upon the correctness of my view that a will made after 1925 devising an undivided share in land which the testator held before 1925 would be effective to pass the testator's share in the proceeds of sale into which the land had been notionally converted by the transitional provisions of the L.P.A.

I am afraid that I do not quite follow my correspondent's line of argument (he does not wish his letter to be published), but I should have thought that the decision *Re Warren* [1932] 1 Ch. 42, made the point clear enough.

It will be remembered that in that case a testator made a will before 1926 devising an undivided share in land, and after 1925 he made a codicil which did not affect or refer to the devise, but in which he confirmed his will.

Maugham, J., held that as a result of the confirmation (although in general terms) the devise was not adeemed but took effect as a bequest of the testator's share in the proceeds of sale.

It seems necessarily to follow that as a confirmation by codicil after 1925 was sufficient, a will made after that date must be equally so.

I may mention here a passage from the judgment of Sir George Turner, V.-C., in *Oakes* v. *Oakes* (1852), 9 Hare 666, 672, which was quoted by Maugham, J., in *Re Warren*. The passage runs "If the testator gave all stock standing in his name at the date of his will and it turned out that there was some stock standing in the name of a mortgagee, the equity of redemption in that stock would not pass; but if it happened, that, at the date of his will, there was stock standing in his name and that the testator had subsequently mortgaged it, the mortgage would not have adeemed or revoked the bequest. So, in this case, the testator had this property at the time he made his will, and it has since changed in name or form only."

That passage was quoted with approval by Cozens-Hardy, M.R., in *Re Slater* [1907] 1 Ch. 665, where his lordship said that there was great force in the words "changed in name or form only."

In *Re Lowman; Devenish* v. *Pester* [1895] 2 Ch. 348, a testator devised his land in certain parishes. He had no land in those parishes, but was entitled under a settlement to a share in the proceeds of land therein which was held upon trust for sale. It was held by the Court of Appeal that the testator's share in the proceeds of sale passed under the devise of the land.

Maugham, J., cites these cases as being applicable to the facts in *Re Warren*. If that be so, it seems to me that a will made after 1925 devising an undivided share in land would operate as a bequest of the share in the proceeds of sale to which the testator was entitled.

Had it not been for the authorities to the contrary to some of which I referred last week, I should have thought that it equally followed that a will made before 1926, devising an undivided share, would pass the testator's share in the proceeds of sale, at any rate if the land remained unsold at his death.

Discharge of Incumbrances on Undivided Shares.

There is another rather curious point which I have recently come across in connexion with undivided shares.

An estate which included an undivided share in land was settled before 1926, and, in the events which have happened, has become vested in A absolutely subject to a portions charge for the benefit of persons who are infants.

A wishes to sell the undivided share free from the charge which it is suggested he may be able to do by obtaining an order of the court under s. 50 of the L.P.A.

Is this possible?

By s. 50 it is provided:—

"(1) Where land subject to any incumbrance, whether immediately realisable or payable or not is sold or exchanged by the court or out of court, the court may, if it thinks fit, on the application of any party to the sale or exchange, direct or allow payment into court of such sum as is hereinafter mentioned, that is to say . . ."

There follow provisions as to the amount to be paid into court, and the sub-section proceeds—

"(2) Thereupon the court may, if it thinks fit . . . declare the land to be freed from the incumbrance and make any order for conveyance or vesting order proper for giving effect to the sale or exchange and give directions for the retention and investment of the money in court and for the payment or application of the income thereof."

Ancillary provisions follow.

This section substantially re-enacts s. 5 (1) of the C.A., 1881, with amendments, and before 1926 no doubt the court could have made the order.

The question is whether that can be done now, having regard to the fact that the undivided share is no longer land but money?

Although the question will not often arise, it is not unimportant, and it seems to me that the conversion of the undivided share in the land into a share in the proceeds of sale has the effect of preventing A from taking advantage of this right of having the encumbrance discharged so that he can sell free from it.

The Meaning of "Grandchildren."

In *Re Hall: Hall* v. *Hall* [1932] 1 Ch. 262, the court had to decide the meaning in a will of the expression "grandchildren of any degree."

By his will a testator disposed of two equal fourth parts of his residue as therein mentioned and directed his trustees to hold another one fourth share "in trust as to capital and income for all my grandchildren" who might be living at a certain time. By a codicil the testator directed his trustees, after the happening of certain events, to divide the remaining one fourth of his residue "into as many parts as there may be grandchildren of any degree of mine then living and give to each one a part, part and part alike."

The question was as to the persons entitled under the codicil.

The testator had grandchildren, great-grandchildren and great-great-grandchildren who were living at the time when the class had had to be ascertained.

Maugham, J., pointed out that the derivation of the expression "grandchildren" did not indicate that great-grandchildren or more remote descendants were not included, but *primâ facie* on the authorities descendants only of the second degree (children of children) were intended.

In *Hussey* v. *Dillon* (1763), Amb. 603, Lord Henley, L.C., said: "Grandchildren is a word of large extent, and, in common parlance, takes in everybody descended from the testator, and will have effect unless the intention appears to the contrary."

On the other hand, in *Earl of Oxford* v. *Churchill* (1814), 3 Ves. & Bea. 59, it was held upon the construction of the settlement and will then before the court that grandchildren did not include great-grandchildren.

In the present codicil the expression was "grandchildren in any degree," and his lordship came to the conclusion that the word "degree" must be construed as indicating steps in the line of descent, and that consequently all the testator's descendants, other than children, who were living at the named time were entitled to share.

It may be noted that his lordship admitted evidence to show that before the second codicil was made the testator had made the acquaintance of a great-grandchild, and that in fact he had two great-grandchildren at that time.

Landlord and Tenant Notebook.

Right of Support.

The decision in *Colebeck* v. *The Girdlers' Company* (1876), 1 C.P.D. 234, is commonly accepted as authority that a landlord owning premises which adjoin and support buildings demised is under no positive duty towards his tenant to maintain the supporting structure in repair, though, as was admitted, he would not be entitled to withdraw or to diminish support. Whether the result would be otherwise to-day, or would have been otherwise at the time if the case had been fought on different lines, is what I propose to inquire into in this article.

The facts were somewhat unusual. The plaintiff kept a boarding-house in premises partly adjacent to and partly over a gateway. He was under a covenant to repair, "party and other walls" being specifically mentioned. This would cover the wall dividing his ground floor from the gateway; it would also cover the opposite wall above, but not below, the first floor level. The part below was vested in his neighbour, who held under a similar lease of the same landlords, the defendants. This part of the wall became foundrous, with the result that the plaintiff's premises became unsafe and he had to dismiss his boarders pending repairs. He claimed against the landlords for the loss. The argument advanced on his behalf was that the lessors were under a duty to repair the wall, to be inferred from the nature of the premises and from the covenant which he himself had entered into, and which he would not be able to keep unless they maintained the supporting wall. The judgment was that at the most the failure to maintain the wall would provide an answer to a claim on the repairing covenant, but that there was no positive duty on the landlords.

This leaves a tenant in much the same position as anyone else who has acquired a right of support by prescription or by grant.

Two things have happened since 1876 which may modify the position. People have taken to living in flats; and lawyers have paid more attention to the scope of the covenant for quiet enjoyment and to the doctrine of derogation from grant.

As regards the right to vertical, as opposed to lateral, support, the judgment of Lord Selborne in *Dalton* v. *Angus* (1881), 6 A.C. 740, recognises the fact that there can be no distinction, any more than there was in the Roman Law which he cites (p. 793). But the case was not between landlord and tenant, and there was no occasion to discuss whether a grantor of a lease was under any positive obligations in the matter of support.

The increase in the habit of dwelling in flats led to a number of cases in which attempts were made to obtain recognition of implied duties of landlords. Unfortunately, the distinction between duties towards tenants and duties towards other parties was not given due prominence at first; and when, in *Miller* v. *Hancock* [1893] 2 Q.B. 177, C.A., the Court of Appeal placed the responsibility of an owner towards strangers too high, as subsequently transpired, the task of those acting and appearing for tenants themselves was correspondingly unduly lightened. Thus *Hargroves, Aronson & Co.* v. *Hartopp* [1905] 1 K.B. 472, and *Hart* v. *Rogers* [1916] 1 K.B. 646, are, or were, authorities for the proposition that a lessor is under a positive obligation to repair the roof, retained by him, over flats he lets; but as these decisions, apart from having been dissented from in *Dunster* v. *Hollis* [1918] 2 K.B. 795, were based largely on *Miller* v. *Hancock, supra*, it became necessary, when *Miller* v. *Hancock* was over-ruled by *Fairman* v. *Perpetual Investment Building Society* [1923] A.C. 74, for a tenant who sought to establish that his landlord was under more than a mere negative duty in respect of the care of adjoining premises of his own to look round for new arguments.

In the meantime, the scope of the covenant for quiet enjoyment had received consideration. First, in *Anderson* v. *Oppenheimer* (1880), 5 Q.B.D. 602, C.A., we find a dictum of Brett, L.J., which certainly suggests that an omission might constitute a breach; then, in *Cohen* v. *Tannar* [1900] 2 Q.B. 609, C.A., it was held that if failure to defend ejectment proceedings brought by a superior landlord would not be a breach of the covenant, signing consent to judgment was; and while this was considered an act of commission, Vaughan Williams, L.J., said, *obiter*, that there might be a breach by the omission of some duty.

And it was on these cases that the tenant relied in *Booth* v. *Thomas* [1926] Ch. 108, a case which may possibly undermine the authority given to *Colebeck* v. *The Girdlers' Company*. The facts were that the defendant owned land covered with slag, on part of which a building had been erected. A long lease had been granted of the building, and was vested in the plaintiff (it was used for Salvation Army purposes). A few feet away, outside the premises demised, but on the defendant's land, ran a brook, which had been culverted before the lease was granted. The culvert being neglected, the brook burst, and scoured the foundations of the building with the result that a wall collapsed. The plaintiff's claim was based, not on any particular implied agreement, but on the covenant for quiet enjoyment and the doctrine of derogation from grant. The objection that the defendant had at the most been guilty of an omission was over-ruled, and judgment given for the plaintiff on both grounds.

The decision is not entirely satisfactory, because in his judgment, Russell, J., calls the duty omitted a duty "to the adjoining landowner," and if this be the true ground, we are no further than we were in 1876. He also considered that, in the alternative, the confinement of the brook in an inadequate structure was a positive act in breach of the covenant; but this part of the judgment overlooks the fact that the act was performed before the grant, and could not, therefore, constitute a breach (*Anderson* v. *Oppenheimer, supra*). But the effect seems to be that those advising tenants in similar circumstances should now concentrate on the wood rather than on the trees.

Our County Court Letter.

LIABILITY FOR WORKMAN'S EYE INJURY.

THE dangers of gardening have been illustrated in two recent cases. In *Kelland* v. *Hasland*, at Torquay County Court, the applicant had been pruning a gooseberry bush, when a branch flew back and struck him in one eye, where a thorn was subsequently discovered. The sight gradually disappeared and compensation was paid (at the rate of £1 4s. 6d. a week) for fifteen months, but the applicant's case was that he was still incapacitated, as stooping caused severe pains in the head, and also giddiness. His medical evidence was that the removal of the injured eye would not

improve matters, but a contrary opinion was given by a specialist called for the respondent, as there was a risk of sympathetic inflammation. The medical assessor (after an examination) considered that the applicant could work half time at his old occupation, and this was offered by the respondent. His Honour Judge The Hon. W. B. Lindley accordingly made an award at the rate of 12s. 3d. a week from the date of cessation of payments, the costs to be paid by the respondent.

In *Carpenter* v. *Llewellyn*, at Kingston County Court, the applicant had been hedging, and was laying a pleacher in the stakes, when a twig flew back and hit him in the eye. An award was therefore claimed of £1 a week for nine weeks' total incapacity, and 10s. a week for partial incapacity continuing. The medical evidence was that, owing to a perforated wound in the eye, the lens was missing and the injury was permanent. The respondent's case was that (1) although the applicant contended he could not now see the small twigs, he could still earn as much at hedging as before the accident; (2) the latter had not occurred in the respondent's employment. His Honour Judge Roope Reeve, K.C., rejected the latter suggestion, and made an award as asked, with costs. For prior references under the above title, see our issue of the 7th November, 1931 (75 Sol. J. 759). See, further, the decision of the Court of Appeal in *Templeton* v. *E. and J. Coupe & Sons, Limited* (1932), 173 L.T. News, 190.

THE RATING OF HOUSEBOATS.

The above subject was considered in two recent cases at Chelmsford. In *Gooding* v. *South East Essex Assessment Committee* an appeal was heard against an assessment of £8 gross and £5 rateable upon a houseboat in Benfleet Creek. The foreshore belonged to the London Midland and Scottish Railway Company, which leased the saltings for £15 a year to a tenant, who sub-let the moorings to the appellant and other houseboat owners. The appellant's case was that he was not liable for rates, as the boat floated at high tide, and he was not in exclusive occupation of the mooring posts. The case for the respondents was that, although a mere licence was not rateable, there was occupation by reason of the permanent posts and the gangway from the saltings to the boat, which gangway was provided by the appellant, who paid the tenant £1 a year for the right of way. The chairman, Mr. Collingwood Hope, K.C., stated that the majority of the Rating Appeal Committee considered that there was exclusive use of the gangways and moorings, but only under an annual licence. The appeal was therefore allowed with costs, and a request for a case stated was granted.

In *Durrant* v. *Colchester Area Assessment Committee* an appeal was heard against an assessment of £7 gross and £7 rateable on a mud berth (occupied by a dismantled yacht, in which the appellant resided) in respect of which the appellant paid 30s. a year to the West Mersea Dock Company. The case for the respondents was that the appellant and other houseboat owners had the same amenities (viz., refuse removal, postal services and water supply from a standpipe in Coast-road) as other householders under the West Mersea Urban District Council, whereby the value of the mud berth was enhanced. The committee upheld this contention, and the appeal was therefore dismissed, with costs.

Mr. Robert Williams, solicitor, of Ashbourne, Derby, who died on the 8th January, left £8,021, with net personalty £7,378. He gives: £2,000 to Rosa Bayes of the Station Hotel, Ashbourne, "as an acknowledgment of her kindness to me," and if he should be residing at the hotel at the time of his death, then his clothing, furniture, &c., bicycle and golf clubs to her; £250 to the Salvation Army, for Darkest England Social Scheme; £100 each to the Ashbourne Victoria Memorial Cottage Hospital, and the Derbyshire Royal Infirmary; £200 to Wilfred Taylor, if still in his employ; and £50 each to Margaret Felstead and Dennis Jones.

In Lighter Vein.

The Week's Anniversary.

Francis Bramston died early in the morning of the 27th March, 1683. Two days before, feeling the end approaching, he had made his will and "caused a divine to be sent, with whom he had some discourse and being prepared, he took the communion." The immediate cause of his death was that "putting on new and thin mourning clothes for Sir William Palmer, then newly dead, he took cold and fell sick and neglected to take advice of any physician." He may be said, however, to have died from mortification of spirit which undermined his health. In 1678, he had been raised to the Bench of the Court of Exchequer, but had been in the following year summarily dismissed for no reason alleged, but probably from some obscure political motive arising from the hostility of Lord Chancellor Nottingham. The pension of £500 a year granted to him was paid only for three terms and at the time of his death was three and a half years in arrear. Yet he did not return to the Bar as was then usual, for, according to his brother Sir John Bramston, "he could not but hope the King would restore him and did not abate his way of living, though his places were all gone irrecoverably. So that keeping up the port he had formerly lived in, he contracted debts and finding he could not recover the arrears of his pension, for the Ministers would pay none, I do believe it impaired his health."

The Hunt in Hall.

It was right and proper that the learned members of the Pegasus Club should hold their Hunt Ball in Inner Temple Hall, for actually within the predecessor of the present building, a complete hunt used anciently to take place at Christmastide. The ceremonial prescribed for the occasion was extremely curious. "Then cometh in the Master of the Game apparelled in green Velvet and the Ranger of the Forest also in a green suit of Satten bearing in his hand a green Bow and divers Arrows with either of them a Hunting Horn about their Necks; blowing together three blasts of Venery they pace round about the fire three times. Then the Master of the Game maketh three Curtesies as aforesaid and Kneeleth down before the Lord Chancellor declaring the cause of his coming." After that a fox, a cat and nine or ten couples of hounds were brought into the Hall to the music of hunting horns. "And the fox and cat are by the hounds set upon and killed beneath the fire." There seems to have been a similar custom in Lincoln's Inn, and it is not surprising to read in the records of 1590 that "greate disorder hathe of late happened in the last huntinge night."

Illegality made Manifest.

In the course of the case in which he decided that the State is not concerned to regard whether the source of the profits it taxes be lawful, Rowlatt, J., asked whether if a man's "business or vocation" was that of a smuggler he would have to say so in his income-tax return. An analogous problem faced the plaintiff in the all-but-incredible case of *Everet* v. *Williams* in 1725, when one highwayman sued another for breach of their partnership agreement. His pleading (settled by counsel) was a masterpiece of euphemism. It recited that the plaintiff was "skilled in dealing in several sorts of commodities" and that the parties "proceeded jointly in the said dealings with good success on Hounslow Heath where they dealt with a gentleman for a gold watch." At Finchley, they "dealt with several gentlemen for divers watches, rings, swords, canes, hats, cloaks, horses, bridles, saddles and other things to the value of £200 and upwards." At Blackheath, they had "some small discourse" with a gentleman and got several things "at a very cheap rate." But this enterprising litigant did not get away with it in the courts, for only the State can play fast and loose with illegality. The "scandal and impertinence" of his case was revealed, his solicitors were fined £50 each and his counsel had to pay the defendant's taxed costs.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Freebench—Non-Claim for over Thirty Years—Right Barred.

Q. 2432. A, a copyholder of the Manor of X, died in 1895, leaving a widow but no children. At the time of his death the widow was in Australia, and no word has been received from or of her since some time before that date. A's estate has changed hands two or three times since his death, but in no case does there appear to have been mention of the widow's right to freebench. We are at present acting for the vendors in a sale of the estate, and the purchaser's solicitor does not agree with us regarding the question of the widow's right to freebench. We contend that (*a*) her death may be presumed, and (*b*) that in any case her claim is barred under the Statutes of Limitation. The purchaser's solicitor argues that the Statutes of Limitation are not applicable to freebench. We shall be glad if you will refer us to any authority or case touching directly on the matter.

A. Assuming there was a right to freebench according to the custom of the manor, the right may be considered as barred. The right is analagous to that of dower at common law, and *Williams* v. *Thomas* [1909] 78 L.J. Ch. 473, decided that, although the Real Property Limitation Acts did not apply to an action for dower, the finding in *Marshall* v. *Smith* (1865), 34 L.J. Ch. 187, that the widow was barred by laches was good law. In the last-named case the period was thirty-one years. Query, if now she would not be barred by twelve years, at any rate if she knew of her husband's death. See judgments of Cozens-Hardy and Buckley, L.JJ., in former case. The widow would probably also have forfeited her right if she had without reasonable cause left her husband, certainly if she had lived in adultery with another man (*Hetherington* v. *Graham* (1830), 7 L.J. (o.s.) C.P. 253).

Professional Purposes—Carrying on a School.

Q. 2433. On the sale of land some thirty years ago, the conveyance contained a covenant by the vendor not to build on the remaining piece of land within 20 feet of the boundary fence between the two portions, and a following proviso that if at any time the premises then sold was used other than for residential or professional purposes, nothing previously contained should prevent the vendor or her successors from building within 20 feet, etc. The premises then conveyed are now used as a preparatory school, and the question has now arisen whether this comes within the definition of "professional purposes." A note of any cases on the subject would be of great value.

A. It would probably be correct to say that no one could give an authoritative answer to this question, at any rate on the meagre facts supplied. Carrying on a school is clearly carrying on a business, but every profession is a business, though every business is not a profession: per Rowlatt, J., in *Barber* v. *In. Rev. Commrs.* [1919] 2 K.B. 222. There have been no decisions, as far as we are aware, on the construction of the word "profession" in a restrictive covenant, and the only cases dealing with the definition of it are income tax cases and unfortunately the matter is complicated in such cases by a statutory definition: Finance (No. 2) Act, 1915, s. 39, which tends to limit the meaning of the word. In *Currie* v. *In. Rev. Commrs.* [1920] 1 K.B. 801, Rowlatt, J., held as a matter of law that an accountant who carried on an income tax repayment agency was carrying on a profession, but on appeal ([1921] 2 K.B. 332), the question was held to be one of mixed law and fact, and the decision of the Commissioners, reversed by Rowlatt, J., was restored. Undoubtedly a schoolmaster exercises a profession, but our view is that in the case of an ordinary boarding school, where pupils are lodged and boarded as well as taught (if not in the case of a day-school where under-masters are employed), the use of the premises goes beyond that of "professional purposes."

Searches—How far back.

Q. 2434. The manager of a bank for whom we from time to time make reports on title is very particular about the production of certificates of search in the Land Charges Register. He requires a certificate in respect of every dealing which has taken place since the Act came into force. We have ourselves not considered this necessary, but shall be glad to have your views on the matter. It is pointed out that in many cases, notably those where the vendor is selling only part of his own land, he cannot hand over his old certificates, and it puts the purchaser to the expense of making new searches. In time to come this might become very expensive in view of his having to search back against a number of past proprietors and would, in addition, have a large file of old certificates to look after.

A. The requirement of the manager, though not in accordance with the usual practice, is reasonable, and indeed prudent. Search should strictly be made against every owner appearing on the title, unless by the production of an official certificate of search, or otherwise, the intending mortgagee is satisfied that search against a particular name is not required. The practice in pre-1926 days, and also to a large extent at the present time, is to restrict search back to the last transaction for value. This practice is based on the theory that on that last transaction the proper searches were made. This theory, at any rate before 1926, was in reality but a rotten reed, as the practice, in the provinces at least, was more often to omit searches than to make them. We are of the opinion that no mortgagee can be regarded as safe who has not searched or seen search certificates against all estate owners since 1925, and, as previously indicated, even this does not cover the whole duty of his adviser. There is a growing practice to treat all search certificates as documents of title and to include them in acknowledgments for production. We are disposed to think that a solicitor who relied on the assumption that all proper searches were made on the last transaction for value would not be held negligent in the event of trouble arising by reason of those searches not having in fact been made. Apart from the express provisions of a contract for sale, a purchaser is not, apparently, in a position to insist on the production, or acknowledgment, of old certificates of search. A mortgagee can, of course, usually make his own terms. Whether from a practical point of view it is wise to make such extensive searches as are indicated above is a matter of opinion. The heavy cost is a serious matter, and many take the view that the additional protection afforded is perhaps not worth the expense. Our subscribers are referred to "Everyday Points in Practice," Pt. IX, s. 7, case 2, p. 457, and to "Further Points in Practice," Pt. VII (A), s. 1, case 3, p. 80, where this question is discussed and from which this reply is in part extracted.

Correspondence.

Delivery of Letters.

Sir,—With reference to Mr. Spowart's letter, he may be interested to hear that for a considerable time we were similarly frequently inconvenienced as regards letters addressed to us from the country. We took the matter up with the Western Central District Post Office who instituted inquiries, as the result of which we were informed that the letters in question had been "delayed through errors in sorting in consequence of which they received out of course treatment."

We are glad to say that for some weeks now there has been no recurrence of these delays.

London, W.C.2. TAYLOR, WILLCOCKS & Co.
19th March.

Re Stamping Appointment of New Trustees in regard to Vesting Declarations.

Sir,—The question has arisen with us recently as to what stamp duty should be affixed on an appointment of new trustees where such deed contains no express vesting declaration but relies on the implied vesting declaration contained in s. 40 (1) (*b*) of the Trustee Act, 1925.

We referred to "Encyclopædia Forms and Precedents," 2nd ed., vol. 18, p. 102, which states at the foot thereof as follows: Stamp 10s. on the appointment and 10s. in respect of the implied vesting declaration, and this appears in several places subsequently.

We also referred to "Key and Elphinstone," 12th ed., p. 129, which states that an appointment of new trustees requires two 10s. stamps, one in respect of the appointment and another in respect of the vesting of the trust property.

We have had a deed of appointment of new trustees executed since the coming into operation of the Trustee Act, 1925, relying on s. 40 (1) (*b*) and we had this adjudicated by the adjudication authorities, and they have only adjudicated stamp duty at 10s. It seems, therefore, that the various text books relating to this point require amendment. Of course, if an express vesting declaration is still inserted in the deed the 10s. stamp in respect of same would still be payable.

London, W.C.1. WARREN & WARREN.
10th March.

Obituary.

SIR CHARLES CHITTY.

Sir Charles William Chitty, a former High Court Judge in India, died on Thursday, the 17th March, at Torquay, at the age of seventy-two. Educated at Eton and King's College, Cambridge, he was called to the Bar by the Inner Temple in 1884, and having decided upon a career in India, was enrolled as an advocate at the Bombay High Court. In 1891 he was appointed Chief Judge of the Court of Small Causes, Bombay, and during 1903-4 he was an officiating Judge of the Court of Lower Burma, Rangoon. He then became a temporary Additional Judge of the Punjab Chief Court, and in 1907 was appointed a Puisne Judge of the Calcutta High Court. He was knighted in 1916, and retired from the bench three years later.

MR. D. STEPHENS, K.C.

Mr. Daniel Stephens, K.C., the practising leader of the Admiralty Bar, died suddenly on Thursday, the 17th March, at the age of sixty-six, after being taken ill at the Pegasus Club Ball at the Inner Temple. Mr. Stephens was educated at St. John's College, Cambridge, and was called to the Bar by the Inner Temple in 1891. He joined the Northern Circuit, but found his main occupation in shipping cases in the High Court. He took silk in 1919, having acquired a large practice, and was elected a Bencher of his Inn in 1924. He was appointed arbitrator for the National Maritime Board, and was one of the auditors of the Bar Council. During the war he became a special constable, and was also a sergeant in the Inns of Court Veterans' Corps. Mr. Stephens was a very keen golfer, and played frequently at Littlestone, Kent, where he lived. With Mr. Justice Luxmoore he presented a cup to the Bar Golfing Society for the benefit of the Bar Benevolent Fund. He was a member of the Littlestone Local Council.

MR. T. S. DURY.

Mr. Theodore Seton Dury, late Chief Master of the Supreme Court (Taxing Office), died on Sunday, the 20th March, in London, at the age of seventy-seven. He was educated at Harrow and St. John's College, Oxford, and in 1887 he became Assistant Secretary and Assistant to the Solicitor of the Duchy of Cornwall. In 1907 he was appointed a Taxing Master of the Supreme Court, and retired from his position as Chief Master in 1930. Mr. Dury, who was a cricket enthusiast, obtained his "Blue" at Oxford, and later played for Yorkshire.

Reviews.

Wig and Gown. The Story of the Temple, Gray's and Lincoln's Inns. By Colonel ROBERT J. BLACKHAM, C.B., C.M.G., C.I.E., D.S.O., of the Middle Temple and Gray's Inn and the South-Eastern Circuit, Barrister-at-Law. 1932. Demy 8vo. pp. xii and (with Index) 240. London: Sampson Low, Marston & Co., Ltd. 12s. 6d. net.

This is a fascinating book. The author-lawyer, doctor, soldier, journalist and City Father writes with insight and enthusiasm of the Temple and the other Inns of Court. It is in the Temple, however, that his interest is mainly centred, and it must be said that he has justified himself in the atmosphere which he has created, or rather reflected, in this book. There is a well-developed story of the origin and growth of "the Temple"—its early history from the time of the fierce "Nine Knights" through the various stages which saw the passing of the Temple from the Church militant to the Church merchant, and at length to the lawyers. The history has been told before, but we cannot say that it has ever been better done. "Gray's" and "Lincoln's" are somewhat summarily disposed of, but in compensation there is much about the "magic of the Middle" and the "charm of the Inner." As neither "Gray's" nor "Lincoln's" lack historians, the members of those Inns are not likely to feel hurt by the comparative coldness with which the learned and gallant author has treated them. Whilst the "magic of the Middle" is good, what a pity it is that no such alliterative attribution could be found to fit "the Inner!" However, Colonel Blackham will not begrudge us the "Learning that is Lincoln's" or the "Gravity that is Gray's." There is a chapter which, if you please, is entitled "Bustle and Briefs." Here the learned author, if we may say so, exploits his journalistic qualities and with the aid of quotations from ancient and modern members of the Bar succeeds in giving a very successful word-picture of the barrister in actual practice—in the Temple, of course. This is a book which must prove attractive reading to all lawyers of both branches of the profession, not only because of its serious historical value in relation to the Temple and the other Inns of Court, including the old Inns of Chancery, and the rather out-of-the-way knowledge which it reveals regarding those ancient institutions, but also for the fund of anecdote and touches of humour and gentle irony which pervade its pages. To the layman who loves the by-ways of London it will be a real delight. There are many illustrations, most of which are very good—and some not so good.

The printing and make-up of the work are excellent, and the Index appears to be adequate so far as it goes—but we failed to find "fees" in it!

Our readers should not miss this volume, which is full of good things well told.

Notes of Cases.

House of Lords.

Stedeford *v.* Beloe.

11th March.

Income Tax—Pension—Voluntary Payment—Not in Virtue of Office—Non-liability—Finance Act, 1922, s. 18.

Appeal from Court of Appeal [1931] 2 K.B. 610.

In February, 1928, The Rev. R. D. Beloe, who had been headmaster of Bradfield College since 1914, retired owing to ill-health, and in March, 1928, the governing body unanimously resolved that he be granted an immediate payment of £1,000 and an annual pension of £500 beginning at the end of the then current term. The charter of the college contained no provision under which Mr. Beloe could have qualified for a pension, and no negotiation took place before the payment was made. The pension was paid out of the general fund of the college, and the governing body had the right at any time to rescind the minute granting the pension. The question to be determined was whether The Rev. R. D. Beloe, now deceased, was liable to income tax under Sched. E. of the Income Tax Act, 1918, as amended by Finance Act, 1922, s. 18, in respect of the pension granted to him. The Commissioners held that the pension was a voluntary payment and was not chargeable to income tax, and their decision was upheld by Rowlatt, J., and by the Court of Appeal.

Lord Dunedin, in delivering judgment, said it was admitted that no consideration was given by the late headmaster for the payment, and as a matter of fact it depended entirely on the goodwill of the governing body, who might at any time they wished have rescinded the minute under which they granted the pension. That the payment was not chargeable under the old schedule was clear. It was not given in respect of the office of headmaster; it was given because he was no longer headmaster. By the Finance Act, 1922, s. 18, such profits or gains arising from an office or pension as were chargeable under Sched. D. were to cease to be chargeable under that schedule and be chargeable under Sched. E. But a mere voluntary payment was not such a payment, because it was not in any proper sense income. It was a mere casual payment dependent on goodwill. In this case the payment was purely voluntary, and the appeal must be dismissed.

Lords Warrington of Clyffe, Thankerton and Macmillan agreed.

Counsel: *The Solicitor-General* (*Sir Boyd Merriman*, K.C.) and *Reginald Hills*; *Latter*, K.C., and *Cyril King*.

Solicitors: *Solicitor of Inland Revenue*; *Crossman, Block, Matthews & Crossman*.

[Reported by S. E. Williams, Esq., Barrister-at-Law.]

Hearts of Oak Assurance Co. Ltd. *v.* Attorney-General.

15th March.

Industrial Assurance—Inspection—Public or Private—Discretion of Inspector—Industrial Assurance Act, 1923, s. 17.

This was an appeal from the Court of Appeal raising the question as to the manner in which inspections under the Act of 1923 should be held. On 7th December, 1929, the Commissioner, pursuant to s. 17, appointed an inspector to report on the affairs of the appellants. On 19th June, 1930, the inspector held a meeting in public, and on 16th July, 1930, notwithstanding the protest of the appellants, he held a further meeting in public, when he proceeded to examine witnesses on oath. The appellants' protests were not acceded to, and the inspector informed the appellants that he proposed to proceed with his examination on the basis that the inquiry was a judicial proceeding and as such must be held in public. Thereupon the appellants brought this action, claiming declarations that the inspector appointed under s. 17 was not entitled to conduct his examination in public and was not entitled to make public the information gained by him in the course of such examination. Luxmoore, J., held that the inspection might be held at the direction of the Commissioner either in public or in private, or partly in public and partly in private. The Court of Appeal, by a majority, the Master of the Rolls dissenting, affirmed his decision.

Lord Thankerton, in delivering judgment, said it was clear that the object of the inspection was to acquire information as to the company's affairs, and was not a judicial proceeding. The main function of the Commissioner was the protection of the policy-holders. The affairs of the company were their own domestic matters and the examination ought not to be conducted in public. The examination authorised by s. 17 of the Act was very different to the familiar form of public inquiry by a departmental official, where parties interested were entitled to attend and be heard. He was therefore of opinion that the appellants were right in their contention, and on that footing counsel for both parties were able to submit an agreed form of declaration to their lordships, the Attorney-General being satisfied that the public interest would be safeguarded. He thought that the appeal should be allowed and a declaration made on the agreed terms.

Lord Macmillan gave judgment to the same effect, Lord Warrington and Lord Aktin concurred, and Lord Dunedin differed.

Counsel: *Pritt*, K.C., *J. H. Stamp* and *Blanco White*; *The Attorney-General* (Sir T. Inskip, K.C.), *The Solicitor-General* (Sir B. Merriman, K.C.), and *Stafford Crossman*.

Solicitors: *Kingsley Wood, Williams & Co.*; *Treasury Solicitor*.

[Reported by S. E. Williams, Esq., Barrister-at-Law.]

High Court—Chancery Division.

In Re Price: Trumper *v.* Price.

Eve, J. 17th March.

Will — Specific Bequest — War Loan — *Falsa Demonstratio*—Conversion Stock—Treasury Bonds.

Summons to determine validity of bequest of War Loan.

By her will dated 31st March, 1931, the testatrix Miss Price appointed the plaintiff F. A. Trumper and her niece Hannah Louisa Price executors and trustees, and she bequeathed "my £400 Five per Cent. War Loan 1929-47" to her niece Hannah Louisa Price for her sole use absolutely, and devised and bequeathed all the residue of her estate upon trust for that niece during her life, and after her death upon trust to pay a number of legacies, and subject thereto upon trust to divide the residue between all her nephews and nieces living at the death of the said Hannah Louisa Price. The testatrix died on 19th September, 1931. She had not at the date of her will or at any other time any 5 per cent. War Loan, 1929-47. She did, however, possess £400 National War Bonds, which were converted in two different instalments, namely, £200 in September, 1927, into £284 3½ per cent. Conversion Stock and £200 in January, 1928, into £211 5 per cent. Treasury Bonds, 1933-35. She had no other investments, the rest of her estate consisting chiefly of money on deposit account at her bank. The plaintiff took out this summons to determine whether the Conversion Stock and Treasury Bonds passed to the specific legatee in spite of the misdescription, or whether they fell into residue.

Eve, J., in the course of his judgment, said it was quite clear that the testatrix must have forgotten the correct description of her investment. It had been contended by Mr. Whitfield-Hayes that it would be taking a step in advance of all the previous authorities if the legatee were to succeed. It must, however, be remembered that the testatrix was not a woman of any great education. The conclusion was irresistible

that the testatrix regarded any investment made in securities created to help the country during the war as War Loan. He would be shutting his eyes to what everybody knew if he were to hold that the misdescription was fatal to the gift. Even if it meant carrying the rule of *falsa demonstratio* to a point further than it had yet been carried, he felt bound to hold that the bequest operated to vest in the legatee the Conversion Stock and the Treasury Bonds.

COUNSEL: *G. P. Slade; R. W. Speed; G. T. Whitfield-Hayes.*

SOLICITORS: *Russell, Son & Fisher*, for *F. A. Trumper*, Hay, Hereford.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

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Societies.

The Law Society's School of Law.

RECEPTION.

The teaching staff of The Law Society's School of Law held a reception of past and present students at Bell Yard on 17th March. Among those who accepted invitations were: The President, Vice-President and Secretary of The Law Society, The Master of the Rolls and Lady Hanworth, The Vice-Chancellor of the University of London, Sir Reginald and Lady Poole, Sir Roger Gregory, Sir Harry and Lady Pritchard, Sir Alexander Lawrence, Sir Robert Mills and Lady Welsford, Mr. R. A. Gordon, K.C., Mr. C. Robertson Dunlop, K.C., Mr. W. C. Cleveland Stevens, K.C., Master Chandler, Dr. A. H. Coley and Miss Coley, Dr. Clement Gatley, Professor A. L. Goodhart, Dr. Harold Potter, Professor D. Hughes Parry, Mr. S. Vesey Fitzgerald, Dr. D. T. Oliver, Professor R. S. T. and Mrs. Chorley, Professor Herbert Smith, Professor J. E. G. de Montmorency, Mr. and Mrs. Maurice Martineau, and Mr. G. G. Muggridge.

The first part of the proceedings consisted of a concert in which members of the school and their friends took part. At the conclusion of the programme Mr. T. H. Bischoff, the Chairman of the Legal Education Committee, introduced The Earl of Athlone, the Chancellor of London University. He explained that Lord Athlone had devoted a long life of service to the State and throne; he had served for ten years as Governor-General of the South African Union, where he had happily solved the constitutional problem; he had worked unselfishly for a long time as Chairman of the Middlesex Hospital and had recently become Chancellor of the University of London. The school would be the more proud to welcome him since the occasion was one of his lordship's first engagements since his appointment. Mr. Bischoff specially requested Lord Athlone to talk on big game shooting, a subject on which he knew more than anybody else.

The Earl of Athlone confessed that he was not a lawyer, and, worse still, until very recently he had had no idea that this great and stable building existed—just round the corner, as it were! This was an example of how little a man might know of his neighbours, in spite of what the Prince of Wales had recently said in an inspiring speech. It was part of human nature that men were much influenced by their personal experience, and they would form their opinion of the law by their personal experience of lawyers. Nowadays the law respected uprightness; it no longer deserved the reproach addressed to it by a fifteenth century sage: "Ye advocates, ye lawyers, ye doers of wrong." Sydney Smith was supposed to have said: "I never speak ill of any man, but the gentleman who has just left the room is an attorney." It was difficult to find in the sovereign Dominions another such society of practitioners in the name of honour and equity, men whose duties were not less strenuous and often no less confidential than those of any physician or priest. The School of Law had much of the happy family in its character. It urged upon its members that the value of its work was not so much in what had been accomplished as in what was to follow. Many men came from overseas to study law; General Smuts had gone to Cambridge and General Hertzog to Oxford. Law was far more than a means of gaining a livelihood or carving out a career; it had as its aim the welfare of humanity. In accordance with the expressed wish of Mr. Bischoff, Lord Athlone then described some of his experiences on the Upper Nile.

The proceedings concluded with a short dramatic sketch.

Solicitors' Managing Clerks' Association.

ACTIONS BY AND AGAINST FOREIGNERS.

Mr. Justice McCardie took the chair at a meeting of this Association, held in Middle Temple Hall on 17th March, and Master W. Valentine Ball delivered a lecture on this subject.

Master Ball first considered the relative advantages of suing in England or abroad, and recommended as a useful source of information the report of the Foreign Judgments and Evidence Committee of the International Law Association, published in 1924. An action for a tort committed abroad could only succeed if the wrong would have been actionable if committed in this country, and was not justified by the law of the place where it was committed. Penalties imposed by the government of a foreign country could not be enforced in England (*Sydney Municipal Council* v. *Bull* [1909] 1 K.B. 7). A solicitor advising a foreigner who intended to sue in England would, of course, take all advisable steps to secure himself against the non-payment of his costs. He would have to warn his client that failure in the action might cost him a very considerable sum, a great deal more than he would have to pay in most Continental countries. There was no Rule of Court which prescribed directly that a foreigner suing in England must give security for costs, but it was the invariable practice of the court to make him do so, without regard to the merits of the action (*Crozat* v. *Brogden* [1894] 2 Q.B. 30). Security would not be required, however, from a plaintiff employed abroad on the public service, nor from one who resided in Scotland or Northern Ireland, because such persons would be amenable to an English judgment. The possession of substantial property within the jurisdiction would excuse a person living abroad from giving security. Where there were several co-plaintiffs and one ordinarily resided within the jurisdiction, no security would be ordered, even if he were a bankrupt, and no security would be ordered if the defendant admitted liability or the plaintiff had an unsatisfied judgment against him. A plaintiff suing on a judgment or negotiable instrument might be exempted from giving security, but Master Ball doubted whether foreign judgments were included. Where both parties resided abroad, security might be required from both.

ACTIONS AGAINST FOREIGNERS.

The practitioner advising a client who wished to sue a foreigner would have to consider (*a*) whether service of process could be effected, and (*b*) whether a judgment could be rendered fruitful.

Service was, of course, of notice of the writ and not of the writ itself. It was governed to some extent by conventions between this country and a number of others.

Whereas in this country the judgments of many foreign courts were recognised, English judgments were nowhere recognised by a foreign tribunal. A foreign judgment could be made the subject of a specially endorsed writ but did not constitute an estoppel, for the defendant might always question it on various grounds. The absence of reciprocity of judgment might often deter plaintiffs from suing foreigners in this country. A foreigner who had secured a judgment against a British subject in a foreign court might sue again in this country on the original cause of action. In an action on a foreign judgment the rate of exchange was taken to be the rate on the date of that judgment, and might be very different from what it had been at the date of the breach of contract on which the action was based. This possibility would therefore be considered when deciding whether to sue on the judgment or on the original cause of action.

EVIDENCE ON COMMISSION.

Generally speaking, it was best to avoid taking evidence on commission. The effect produced by the perusal of depositions was not the same as that produced by a contest between a skilful advocate and an intelligent witness. The solicitor of a foreign plaintiff would generally be badly advised to allow his evidence to be taken on commission. Before the war it had been necessary to consider whether the taking of evidence on commission was lawful in the country concerned. It had not been objected to in France or Italy, but in Germany it had been illegal to administer an oath elsewhere than in a German court. A convention with Germany on this and other matters had, however, been ratified in 1929, and similar conventions governed the practice in other countries. In the alternative, the parties might agree to admit affidavits; notice might be given to admit facts and interrogatories might be administered. An advising solicitor might well consider whether the foreigner should not be asked to swear to his case. An interrogatory involving a question of foreign law was not permissible unless it could be shown that the party to be interrogated was an expert in the law. Failure to answer interrogatories would render a plaintiff foreigner liable to have his action dismissed for want of prosecution.

Generally speaking, a judgment against a foreigner was useless unless the debtor had property within the jurisdiction, but by s. 6 of the Debtors' Act, 1869, and Ord. LXIX, if a defendant were sued for a sum exceeding £50 and the plaintiff had a good cause of action, and there was probable cause to believe that the defendant was about to quit England, he might be arrested and imprisoned unless he gave security. The writ *ne exeat regno* would only issue if an ascertained amount were presently due.

The Auctioneers' and Estate Agents' Institute.

A sessional evening meeting of the members of this Institute will be held at 29, Lincoln's Inn-fields, W.C.2, on Thursday, 31st March, 1932, at 8 p.m., when Mr. H. Mordaunt Rogers (senior vice-president) will deliver a paper, in the form of a lantern lecture, entitled "The Making of a Connoisseur: Part II—Concerning Old Glass."

Haldane Club.

At a recent meeting of the Haldane Club it was resolved to extend membership to qualified members of the legal profession in England, Scotland and Northern Ireland. This means that solicitors who are members of the Labour Party are now eligible for membership. The Haldane Club has also decided to collaborate with the New Fabian Research Bureau in work on legal and quasi-legal problems.

At a meeting held on 14th March, G. R. Mitchison opened a discussion on a report on the costs of litigation which had been prepared by a sub-committee. After an interesting exposition and discussion the report was adopted in principle as a basis of the club's policy for the cheapening of litigation. It is intended that the report shall be re-written in pamphlet form suitable for publication.

International Law Association.

TO MEET IN OXFORD.

The thirty-seventh conference of the International Law Association will be held in Oxford in the rooms of the Union Society from Monday, 8th to 13th August next. Lord Blanesburgh, chairman of the Executive Council, will preside. By the courtesy of the Warden and Fellows the temporary headquarters will be at Wadham College.

Particulars of the accommodation available and of the programme of the conference can be obtained from the Hon. Secretary, The International Law Association, 2 King's Bench-walk, The Temple, E.C.4.

Parliamentary News.

Progress of Bills.

House of Lords.

Destructive Imported Animals Bill.
Royal Assent. [17th March.
Financial Emergency Enactments (Continuance) Bill.
Royal Assent. [17th March.
Gas Undertakings Bill.
Reported without Amendment. [17th March.
Hove Pier Bill.
Read Second Time. [17th March.
Merchant Shipping (Safety and Load Line Conventions) Bill.
Royal Assent. [17th March.
Northern Ireland (Miscellaneous Provisions) Bill.
Royal Assent. [17th March.
Rating and Valuation Bill.
Read Second Time. [17th March.
Royal Society for the Prevention of Cruelty to Animals Bill.
Read Second Time. [17th March.
Sea Fisheries (Swansea) Order Confirmation Bill.
Royal Assent. [17th March.
Sea Fisheries (Provisional Order) Bill.
Read Third Time. [17th March.
Solicitors Bill.
Read First Time. [17th March.
Veterinary Surgeons (Irish Free State Agreement) Bill.
Royal Assent. [17th March.
Weston-super-Mare Grand Pier Bill.
Reported with Amendments. [16th March.
Worksop Corporation Bill.
Royal Assent. [17th March.

House of Commons.

Dangerous Drugs Bill.
Read Third Time. [21st March.
Fancy Jewellery (Standard Trade Descriptions) Bill.
Read Second Time. [21st March.
Isle of Man (Customs) Bill.
Read Third Time. [21st March.
Public Health (Cleansing of Shell-Fish) Bill.
Read Second Time. [21st March.
Rights of Way Bill.
Read Second Time. [16th March.
South Wales Electric Power Bill.
Read Third Time. [17th March.
Tanganyika and British Honduras Loans Bill.
Reported, without Amendment. [21st March.
Wheat Bill.
Reported, with Amendments. [21st March.

Legal Notes and News.

Honours and Appointments.

MR. FRANCIS DANFORD THOMAS, Deputy Coroner, has been appointed Coroner of the City of London, in succession to Dr. F. J. Waldo, who has retired.

The King has been pleased, on the recommendation of the Secretary of State for Scotland, to approve the appointment of MR. WILLIAM GEORGE PURVES, W.S., to be Sheriff Clerk of Chancery in Scotland, in place of the late Mr. James Marchbank, Solicitor in the Supreme Courts.

Wills and Bequests.

Mr. Robert Lloyd Kenyon, D.L., of Oswestry, for 28 years Recorder of Oswestry, left unsettled estate of the gross value of £10,507, with net personalty £9,965.

Mr. Charles Mackintosh, solicitor, of Old Broad-street, E.C., and of Whitehall-court, S.W., left £14,999, with net personalty £13,120.

Mr. Robert Pierpoint, of Cleveland-square, W., Conservative M.P. for Warrington, 1892-1906, who was called to the Bar by the Inner Temple in 1873, and who died on 22nd January, aged eighty-six, left estate of the gross value of £41,142, with net personalty £40,993.

Mr. Dudley James Crump, solicitor, of Leadenhall-street, E.C., and of Heath-drive, N.W., and of Great Stanmore, Middlesex, left £43,338, with net personalty £31,430.

Mr. Digby Powell, solicitor, of Thames Ditton, left estate of the gross value of £14,143, with net personalty £12,941. He left £1,000 (from settled funds over which he had power of appointment) to the Royal Gwent Hospital, Newport, Mon, for the endowment of a cot or cots in the Children's Ward, to be called the "Eric Limbery Powell Cot, or Cots," in memory of "our dear boy Eric, who was killed in the Great War."

Mr. Charles Thomas Studd, of Upper Norwood, S.E., barrister-at-law, who had captained the Cambridge University cricket team, and played for England and for Middlesex, and who later became a missionary, left unsettled property in his own disposition of the gross value of £4,713, with net personalty £4,606.

Mr. Gilbert Locke Venables, barrister-at-law, 58, of Mill Court, Cholsey, Berks, left £53,919, with net personalty £19,630.

Mr. Leonard Pocock, solicitor's clerk, of Bickley, Kent, died on 5th February, leaving £6,668, with net personalty £4,088.

Sir Hamilton J. Hulse, barrister-at-law, of Breamore, Hants, formerly private secretary to Lord Randolph Churchill, left unsettled lands now valued for probate at £225,000 "so far as can at present be ascertained." The settled land grant has been issued to Viscount Burnham as the surviving trustee of a settlement made on 29th December, 1910.

Mr. Richard John Kelly, K.C., of Pembroke, Co. Dublin, closely associated with railway activities in Ireland, a local director of the National Bank, Crown Prosecutor for Co. Sligo, founder of the Catholic Truth Society of Ireland, who died on 3rd September, left personal estate in England and the Irish Free State valued at £27,678.

Mr. James Armytage Robinson, retired solicitor of Bridlington, left £7,259, with net personalty £7,189.

Lieutenant-Colonel Charles Osborne Provis Gibson, M.C., D.L., 4th Battalion, The Northumberland Fusiliers (T.A.), of Newcastle-upon-Tyne, and of Bywell Castle, Stocksfield, Northumberland, partner in the firm of Messrs. Clayton and Gibson, solicitors, a former rugby football international, left £16,342, with net personalty, £14,075.

Mr. Charles A. G. Hayward, solicitor, of Honiton, left £7,691, with net personalty £171. After small legacies he left the residue of the property to Miss Helen C. Cruickshank, stating that his wife and daughters were otherwise provided for. "Should any bequest be disputed," the testator said, "such is to fall into the residuary estate."

Mr. Frederick Charles Brogden, solicitor and Clerk of the Peace of Lincoln, who died on 13th November, left property of the gross value of £35,414, with net personalty £34,321.

Mr. Ernest Barkley Raikes, O.B.E., K.C., of Oak Lodge, Ham Common, Surrey, formerly of Bombay, a member of the M.C.C., left £34,523, with net personalty £25,315.

Mr. Edwin Carse, solicitor, of Amble, Northumberland, left £11,561, with net personalty £7,910.

Mr. William Percival Gratwicke Boxall, K.C., M.A., J.P., of Hove, for seventeen years Recorder of Hove, a Bencher of Lincoln's Inn, died on 5th December, leaving estate in his own disposition of the gross value of £51,226, with net personalty £49,211.

Mr. William Joseph Whittaker, barrister-at-law, of New-square, Lincoln's Inn, W.C., Assistant Reader in the Law of Real and Personal Property to the Council of Legal Education since 1904, who died on 30th December, left £1,572, with net personalty £178.

INCORPORATED ACCOUNTANTS' EXAMINATIONS.

The next examination of candidates for admission to the Society of Incorporated Accountants and Auditors will be held on 2nd, 3rd, 4th and 5th May, in London, Manchester, Cardiff, Leeds, Glasgow, Dublin, Belfast, Cape Town, Johannesburg and Durban.

Women are eligible under the Society's regulations to qualify as incorporated accountants upon the same terms and conditions as are applicable to men.

Particulars and forms are obtainable at the office of the Society, Incorporated Accountants' Hall, Victoria Embankment, London, W.C.2.

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality. 'Phone: Temple Bar 1181-2.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (17th March, 1932) 3½%. Next London Stock Exchange Settlement Thursday, 7th April, 1932.

	Middle Price 21 Mar. 1932.	Flat Interest Yield.			Approximate Yield with redemption		
English Government Securities.		£	s.	d.	£	s.	d.
Consols 4% 1957 or after	93⅜	4	5	3	—		
Consols 2½%	60½	4	2	8	—		
War Loan 5% 1929-47	102¼	4	17	9	—		
War Loan 4½% 1925-45	102	4	8	3	4	6	1
Funding 4% Loan 1960-90	97¼	4	2	3	4	2	6
Victory 4% Loan (Available for Estate Duty at par) Average life 31 years	97¼	4	2	3	4	3	0
Conversion 5% Loan 1944-64	107	4	13	5	4	11	7
Conversion 4½% Loan 1940-44	102⅜	4	7	7	4	4	0
Conversion 3½% Loan 1961	83¾	4	3	1	—		
Local Loans 3% Stock 1912 or after	69¼	4	6	0	—		
Bank Stock	275	4	7	2	—		
India 4½% 1950-55	92	4	17	10	—		
India 3½%	67	5	6	0	—		
India 3%	58	5	3	5	—		
Sudan 4½% 1939-73	99½	4	10	5	4	10	6
Sudan 4% 1974	93½	4	5	6	4	6	11
Transvaal Government 3% 1923-53 (Guaranteed by British Government.)	87	3	8	11	3	18	7
Colonial Securities.							
Canada 3% 1938	92	3	5	3	4	11	0
Cape of Good Hope 4% 1916-36	96xd	4	3	4	4	10	10
Cape of Good Hope 3½% 1929-49	81½	4	5	11	5	3	6
Ceylon 5% 1960-70	102	4	18	0	4	17	9
Commonwealth of Australia 5% 1945-75	92½	5	8	1	5	9	0
Gold Coast 4½% 1956	98	4	11	10	4	12	10
Jamaica 4½% 1941-71	98xd	4	11	10	4	12	3
Natal 4% 1937	97	4	2	6	4	13	9
New South Wales 4½% 1935-45	73	6	3	6	7	14	10
New South Wales 5% 1945-65	77½	6	9	1	6	14	2
New Zealand 4½% 1945	89½	5	0	7	5	13	7
New Zealand 5% 1946	99	5	1	0	5	2	0
Nigeria 5% 1950-60	102	4	18	0	4	17	5
Queensland 5% 1940-60	86½	5	15	7	5	19	11
South Africa 5% 1945-75	100½	4	19	6	4	19	5
South Australia 5% 1945-75	87½	5	14	3	5	15	10
Tasmania 5% 1945-75	89½	5	11	9	5	13	0
Victoria 5% 1945-75	87½	5	14	3	5	15	10
West Australia 5% 1945-75	87½	5	14	3	5	15	10
The prices of Stocks are in many cases nominal and dealings often a matter of negotiation.							
Corporation Stocks.							
Birmingham 3% on or after 1947 or at option of Corporation	67	4	9	6	—		
Birmingham 5% 1946-56	105	4	15	3	4	13	1
Cardiff 5% 1945-65	102	4	18	0	4	17	7
Croydon 3% 1940-60	72	4	3	4	4	17	8
Hastings 5% 1947-67	102	4	18	0	4	17	7
Hull 3½% 1925-55	80	4	7	6	4	19	7
Liverpool 3¼% Redeemable by agreement with holders or by purchase	78	4	9	9	—		
London City 2¾% Consolidated Stock after 1920 at option of Corporation	58	4	6	2	—		
London City 3% Consolidated Stock after 1920 at option of Corporation	69	4	6	11	—		
Metropolitan Water Board 3% "A" 1963-2003	68½	4	7	6	—		
Do. do. 3% "B" 1934-2003	70	4	5	8	—		
Middlesex C.C. 3½% 1927-47	87	4	0	5	4	14	10
Newcastle 3¼% Irredeemable	74	4	14	7	—		
Nottingham 3% Irredeemable	66	4	10	11	—		
Stockton 5% 1946-66	102	4	18	0	4	17	7
Wolverhampton 5% 1946-56	103	4	17	1	4	15	7
English Railway Prior Charges.							
Gt. Western Rly. 4% Debenture	84½	4	14	9	—		
Gt. Western Railway 5% Rent Charge	99	5	1	0	—		
Gt. Western Rly. 5% Preference	78½	6	7	5	—		
L. Mid. & Scot. Rly. 4% Debenture	79½	5	0	7	—		
L. Mid. & Scot. Rly. 4% Guaranteed	69½	5	15	1	—		
L. Mid. & Scot. Rly. 4% Preference	47½	8	8	5	—		
Southern Railway 4% Debenture	80½	4	19	5	—		
Southern Railway 5% Guaranteed	91½xd	5	9	4	—		
Southern Railway 5% Preference	65½xd	7	12	8	—		
*L. & N.E. Rly. 4% Debenture	75½	5	6	0	—		
*L. & N.E. Rly. 4% 1st Guaranteed	65½	6	2	3	—		
*L. & N.E. Rly. 4% 1st Preference	42½xd	9	8	3	—		

*The Prior Charge stocks of the L. & N.E. Ry. are no longer available for Trustees under the heading of either Strict Trustee or Chancery Stocks as no dividend has been paid on that Company's Ordinary Stocks for the past year.

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WILL anyone having KNOWLEDGE of the whereabouts of Major GEOFFREY COMBES, who was an officer of the R.A.S.C. during the War, kindly COMMUNICATE with F. G. B., Box 417, 8, Serle-street, W.C.2.

BOOTH.—Messrs. William Charles Crocker, Solicitors, 21, Bucklersbury, E.C.4 (City 9266), wish to LEARN DATE and PLACE of DEATH of Mrs. DAPHNE BOOTH, wife of Charles Douglas Booth.

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Saturday, 26th March, 1932.